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10/736,641	12/17/2003	Don T. Cameron	20003.0075	3833
79175                      7590                      08/11/2009 HANIFY & KING PROFESSIONAL CORPORATION 1055 Thomas Jefferson Street, NW Suite 400 WASHINGTON, DC 20007				
EXAMINER McCORMICK, GABRIELLE A				
ART UNIT		PAPER NUMBER		
3629				
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

### Office Action Summary

**Application No.**

10/736,641

**Applicant(s)**

CAMERON ET AL.

**Examiner**

Gabrielle McCormick

**Art Unit**

3629

**Period for Reply** -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 16 June 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-8, 11-27 and 29-31 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-8, 11-27 and 29-31 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/S508)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## DETAILED ACTION

### *Status of Claims*

1. This action is in reply to the amendment filed on June 16, 2009.
2. Claims 1 and 30 have been amended.
3. Claim 31 has been added.
4. Claims 1-8, 11-27 and 29-31 are currently pending and have been examined.

### *Claim Rejections - 35 USC § 101*

5. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

6. Claims 1-8, 11-27, 29 and 31 are rejected as being directed to non-statutory subject matter.
7. Claim 1 is a method claim that recites process steps that are not tied to a particular machine. Based on recent Federal Circuit decision (see *In re Bilski*), an applicant may show that a process claim satisfies 35 USC 101 either by showing that his claim is tied to a particular machine, or by showing that his claim transforms an article. (See Benson, 409 U.S. at 70). First, as illustrated by Benson, the use of a specific machine or transformation of an article must impose meaningful limits on the claim's scope to impart patent-eligibility. (See Benson, 409 U.S. at 71-72). Second, the involvement of the machine or transformation in the claimed process must not merely be insignificant extra-solution activity. (See Flook, 437 U.S. at 590).
8. Claim 1 recites providing a link that is accessible via a webpage. The provision of a link is insignificant extra-solution activity and therefore does not impose meaningful limits on the claim's scope.
9. Applicant has amended the preamble of claim 1 to cite that the method is performed using a computer, however, structural elements solely recited in the preamble are not accorded patentable weight. To overcome this rejection, the structural elements should be recited as part of the body of the claim.

10. Because the applicable test to determine whether a claim is drawn to a patent-eligible process under 35 USC 101 is the machine-or-transformation test set forth by the Supreme Court, claim 1 fails that test and is therefore rejected under 35 USC 101. Claims 2-8, 11-27, 29 and 31 are rejected through dependency from claim 1.

***Claim Rejections - 35 USC § 112***

11. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

12. Claims 1-8, 11-27 and 29-31 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claims contain subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.
13. Applicant has amended the claims 1 and 30 to incorporate the following limitation: ***where some of the unique registration numbers are not linked.***
14. The specification discloses the following at page 6; lines 7-11:
15. If a product is examined multiple times, it will be entered into the registry and given a registration number for each examination. Thus, a particular product may have multiple registry entries and registration numbers associated therewith. Multiple entries regarding a product may be linked, such that a search for prior examinations will yield all such examinations.
16. The Examiner asserts that there is no disclosure for some registration numbers not being linked. The specification's disclosure of multiple entries **may** be linked is not sufficient to provide support to be interpreted not some are not linked as the resulting action of the multiple entries being linked produces search results for **all prior examinations**. Thus, the term "may" does not connote that **some are not linked** because if some are not linked, the search could not result in all prior examinations being found.

17. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

18. Claims 1-8, 11-27 and 29-31 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
19. Applicant has amended the claims 1 and 30 to incorporate the following limitation: ***where some of the unique registration numbers are not linked.*** The scope of this limitation is unclear because the claim has not defined what the unique registration numbers are either linked or not linked to. As a result, the metes and bounds of the claim are not defined.

### ***Claim Rejections - 35 USC § 103***

20. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

21. **Claims 1-8, 13, 15-16, 18-19 and 23-27** are rejected under 35 U.S.C. 103(a) as being unpatentable over Callaway (pages documented from the Internet Archive from November 29, 2002 at <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html>; <http://web.archive.org/web/20020601221544/www.callawaygolfpreowned.com/guarantee.html>; <http://web.archive.org/web/20021203111831/www.callawaygolfpreowned.com/c016871c.html>; <http://web.archive.org/web/20020601224341/www.callawaygolfpreowned.com/condition.html>).
22. **Claims 1-7, 13, 15, 19 and 27:** Callaway discloses a method where used Callaway golf clubs can be traded in for either new or previously owned clubs. The method involves mailing the club

for trade to Callaway (pg. 1; III), verifying the club (pg. 1; VI) and returning an unacceptable club (pg. 2; bullets 5&6). Clubs that are accepted are given a "Certified Preowned title" (i.e., results are reported) after passing a "meticulous inspection." Callaway provides a SKU # (i.e., a unique registration number -pg. 4). It is obvious that as the manufacturer of the preowned clubs, Callaway would have access to manufacturing specifications and would therefore determine whether the features of the traded clubs conform to the manufacturing specifications. It is inherent that as the manufacturer, Callaway is an authorized authenticator. On pages 4 and 5, Callaway discloses features of a certified preowned club, including physical dimensions (loft), materials (graphite), manufacturer markings ("Callaway" in the photo), shape (driver), stamping (see bottom of club in photo), shaft (Callaway BBUL Graphite) and condition (fair). Callaway provides definitions for grading the condition of preowned clubs based on the number of rounds of golf played. (pg. 6). These results are available through a website link. (pg. 4).

23. Callaway does not disclose the *finish, paint fill grip or weight*.
24. However, these differences are only found in the **nonfunctional descriptive data** and are not functionally involved in the steps recited. **The identification of relevant features would be performed regardless of specific features such as finish, paint fill, grip and weight.** Thus, this descriptive data will not distinguish the claimed invention from the prior art in terms of patentability, *see In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994).
25. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have included finish, paint fill, grip and weight because such data does not functionally relate to the steps in the method claimed and because the subjective interpretation of relevant features does not patentably distinguish the claimed invention. It is obvious that in Callaway's disclosure of additional features such as gender, lie angle, hand and flex that the relevant features that Callaway deems necessary to aiding in the sale of certified preowned clubs is provided and that should additional information be necessary, Callaway would be capable of providing it.

26. Callaway discloses unique registration numbers (SKU#; pg. 4). The SKU# is clearly linked to the product and the results of the certification but is not linked to another product.
27. Callaway further discloses a link that is accessible via a webpage to access the results. (pg. 4-5 contain the results via a link ("Great Big Bertha Driver").)
28. Callaway discloses grouping results into at least three categories. (pg. 6 discloses the categories of "Very Good", "Good" and "Fair"). Additionally, categories of results are provided on pages 4-5: "Condition", "Gender", "Club", "Loft", "Lie Angle", "Hand:", "Flex", "Shaft Material", "Length", "Shaft Type", "Headcover", "Price".
29. **Claims 8:** Callaway receives the club and performs a "meticulous inspection" as part of the certification process. (pg. 3). Though Callaway does not disclose a first or second view, it is inherent that the club is viewed numerous times and from numerous angles during the inspection.
30. **Claims 16 and 18:** Callaway discloses a "Certified Preowned title" (pg. 3). The word "Callaway" on the pictured "Certificate of Authenticity" is a seal. It cannot be determined whether "Callaway" is embossed. Further, a picture or a reference number is not disclosed with the Certificate, however, on page 4, a photo and a SKU # are provided for a club offered for sale as a certified preowned club.
31. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included the photo and SKU with the certificate for the motivation of providing increased assurance to the purchaser of the club that the club is traceable to the certificate. It is old and well known to provide details linking a physical product to a document that certifies its characteristics for quality assurance and traceability purposes. Embossing the word "Callaway" would be an obvious addition to the certificate as a means of preventing forged copies of the certificate.
32. **Claims 23-26:** Callaway discloses a mailing label (pg. 1; V). The mailing label would be created through an automated process when it is printed using standard print commands that inherently reside on an Internet browser. Callaway is notified of the request in step V: "Mail a copy of the

- Trade in Form along with the club to be traded". Furthermore, it is obvious that the Trade in Form would also serve as a packing slip as it would provide a description of the club to be traded in.
33. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have included using the Trade in Form as a packing slip for the motivation of providing a method of providing a paper trail to verify that the correct item was mailed.
34. **Claims 11-12, 14 and 17** are rejected under 35 U.S.C. 103(a) as being unpatentable over Callaway (pages documented from the Internet Archive from November 29, 2002 at <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html>; <http://web.archive.org/web/20020601221544/www.callawaygolfpreowned.com/guarantee.html>; <http://web.archive.org/web/20021203111831/www.callawaygolfpreowned.com/c016871c.html>; <http://web.archive.org/web/20020601224341/www.callawaygolfpreowned.com/condition.html>) in further view of Chester (US Pub. No. 2004/0054888).
35. **Claims 11 and 12:** Callaway discloses the method of claim 1. Callaway does not disclose *comparing the equipment to a previously prepared record of the equipment*.
36. Chester, however, discloses "verifying the authenticity and ownership of a registered item or article by querying the accrediting authority", transferring an item, issuing a new certification of authenticity to new purchaser and registering the transferred item or article and new owner. (P[0016]). During verification and title transfer, the correct owner and "a static digital image" (i.e., picture) is provided. (P[0032]). Thus, Chester provides access to a previous record and a picture.
37. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included comparison to previous records and pictures, as disclosed by Chester, in the system of Callaway for the motivation of verifying ownership at the time of trade-in. Callaway would be motivated to access previous records and photos to ensure that a club received had not been stolen from a registered owner. It is old and well known that companies track the ownership of products sold for various purposes, including offering new product promotions.



38. **Claims 14 and 17:** Callaway discloses the methods of claims 1 and 16. Callaway does not disclose *making an indicia or providing said reference number on the equipment*.
39. Chester, however, discloses a "hologram with embedded attributes with encrypted protection and password or personal identification number...for use with each separate item or article to be authenticated by each authorized distributor..." (P[0029]).
40. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included indicia and reference number on an authenticated item, as disclosed by Chester, in the system of Callaway for the motivation of linking the item to a certificate of authentication.
41. **Claims 20-21** are rejected under 35 U.S.C. 103(a) as being unpatentable over Callaway (pages documented from the Internet Archive from November 29, 2002 at <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html>; <http://web.archive.org/web/20020601221544/www.callawaygolfpreowned.com/guarantee.html>; <http://web.archive.org/web/20021203111831/www.callawaygolfpreowned.com/c016871c.html>; <http://web.archive.org/web/20020601224341/www.callawaygolfpreowned.com/condition.html>) in further view of Greenwichgolf.com ((pages documented from the Internet Archive at <http://web.archive.org/web/20020605164840/greenwichgolf.com/ser02.htm>).
42. **Claims 20-21:** Callaway discloses the method of claim 1, however, Callaway does not disclose altering the equipment from its original condition.
43. Greenwichgolf.com discloses offering alterations to golf equipment.
44. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included altering equipment, as disclosed by Greenwichgolf.com, in the system of Callaway for the motivation of making lies right for a person's swing. (Greenwichgolf.com).
45. It would have been obvious to one of ordinary skill in the art at the time of the invention to have included reporting how the equipment was altered. Callaway discloses on pages 4 and 5 "Lie Angle: Standard" and "Length: Standard". It would have been obvious that had the club been altered from "Standard", that it would have been reported.

46. **Claim 22** is rejected under 35 U.S.C. 103(a) as being unpatentable over Callaway (pages documented from the Internet Archive from November 29, 2002 at <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html>; <http://web.archive.org/web/20020601221544/www.callawaygolfpreowned.com/guarantee.html>; <http://web.archive.org/web/20021203111831/www.callawaygolfpreowned.com/c016871c.html>; <http://web.archive.org/web/20020601224341/www.callawaygolfpreowned.com/condition.html>) in further view of Harreld ("Scrutinizing the numbers". InfoWorld. San Mateo: Aug. 19, 2002. Vol 24, Iss. 33; pg. 35).
47. **Claim 22:** Callaway discloses the method of claim 1. Callaway does not disclose a color-coded certificate based on results.
48. Harreld, however, discloses the executive receive color-coded reports highlighting any variances from performance goals. (pg. 2; para. 12).
49. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included color coding certificates based on results, as disclosed by Harreld, in the system of Callaway for the motivation of providing a visual alert. For example, if a club was listed as Condition: Very Good, color-coding would provide a visual clue that would direct potential buyers to that listing and therefore increase the likelihood of selling the club.
50. **Claims 29 and 31** are rejected under 35 U.S.C. 103(a) as being unpatentable over Callaway (pages documented from the Internet Archive from November 29, 2002 at <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html>; <http://web.archive.org/web/20020601221544/www.callawaygolfpreowned.com/guarantee.html>; <http://web.archive.org/web/20021203111831/www.callawaygolfpreowned.com/c016871c.html>; <http://web.archive.org/web/20020601224341/www.callawaygolfpreowned.com/condition.html>) in further view of Solheim (US Pub. No. 2002/0077956).

51. **Claim 29:** Callaway discloses ratings (i.e., indicia of conditions of the equipment). (pg. 6), but does not disclose that these conditions relate to original and modified parts.
52. Solheim discloses an authentication service that additionally provides fitting and repair, including new grips and new shafts (P[0016]), thus disclosing original and modified parts.
53. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included original and modified parts, as disclosed by Solheim, in the rating system of Callaway for the motivation of fully disclosing to a potential purchaser the state of the equipment. It is obvious that in passing a "meticulous inspection" that Callaway would note original versus modified parts as this would impact the desirability of the club, as well as the acceptance for trade as a Callaway product.
54. **Claim 31:** Callaway discloses determining results for the head of the club ("Loft" and "Lie Angle"), shaft ("Shaft Material", "Length", and "Shaft Type") and headcover (pg. 4-5). Callaway does not disclose results for other parts of the club, such as the grip.
55. Solheim discloses an authentication, fitting and repair service that fits grips based on hand and finger length and provides "custom fitting of used golf clubs". (P[0006]).
56. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included reporting results for each part of the club, including the grip, as disclosed by Solheim, in the system of Callaway for the motivation of providing a prospective customer with information about the grip so that he/she can determine whether a club would need additional service to customize it to the customer's swing. Callaway discloses a "meticulous inspection" (pg. 3). It is obvious that such an inspection would encompass each part of the club. Callaway would be motivated to do so in order to protect itself against claims from a customer that the club did not meet all criteria.
57. **Claim 30** is rejected under 35 U.S.C. 103(a) as being unpatentable over Callaway (pages documented from the Internet Archive from November 29, 2002 at <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html>;

<http://web.archive.org/web/20020601221544/www.callawaygolfpreowned.com/guarantee.html>;  
<http://web.archive.org/web/20021203111831/www.callawaygolfpreowned.com/c016871c.html>;  
<http://web.archive.org/web/20020601224341/www.callawaygolfpreowned.com/condition.html>) in  
view of Solheim (US Pub. No. 2002/0077956) in view of Bernard (US Pub. No. 2003/0171927).

58. **Claims 30:** Callaway discloses a method where used Callaway golf clubs can be traded in for either new or previously owned clubs. The method involves mailing the club for trade to Callaway (pg. 1; III), verifying the club (pg. 1; VI) and returning an unacceptable club (pg. 2; bullets 5&6: thus the golf equipment is returned from the second entity to the first entity). Clubs that are accepted are given a "Certified Preowned title" (i.e., results are reported) after passing a "meticulous inspection." Callaway provides a SKU # (i.e., a unique registration number -pg. 4). It is obvious that as the manufacturer of the preowned clubs, Callaway would have access to manufacturing specifications and would therefore determine whether the features of the traded clubs conform to the manufacturing specifications. It is inherent that as the manufacturer, Callaway is an authorized authenticator. Callaway reports the results (pg. 4-5) on a web page.
59. Callaway discloses unique registration numbers (SKU#; pg. 4). The SKU# is clearly linked to the product and the results of the certification but is not linked to another product.
60. Callaway discloses grouping results into at least three categories. (pg. 6 discloses the categories of "Very Good", "Good" and "Fair"). Additionally, categories of results are provided on pages 4-5: "Condition", "Gender", "Club", "Loft", "Lie Angle", "Hand:", "Flex", "Shaft Material", "Length", "Shaft Type", "Headcover", "Price".
61. Callaway doesn't disclose returning golf equipment if the equipment passes the verification.
62. Solheim, however, discloses authentication services that inspect merchandise prior to its being offered for sale and providing an authentication opinion. It is obvious that the merchandise it provided to the authenticator (second entity) and returned to the first entity prior to its sale.
63. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included authentication services where the merchandise is returned to the owner, as disclosed by Solheim, in the system of Callaway for the motivation of providing a new means of

generating revenue for Callaway. By offering a Callaway authentication service for a fee, Callaway would benefit from increased profits for a service that they are already equipped to perform and the customer would benefit by being able to offer his clubs for sale at a higher price as a result of the Callaway authentication. Solheim teaches that authentication services already exist, therefore, the combination with Callaway is merely a combination of old and well known elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

64. Callaway discloses reporting results via a web page (pg. 4-5) but does not disclose that a link to these results is provided from the second entity to the first entity.
65. Bernard, however, discloses a third party (i.e., second entity) verifying and certifying information regarding an applicant. The results are available via a URL such that the applicant (first entity) can provide the URL on his resume for an employer (third entity) to view the results via the Internet. (P[0031]).
66. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included a URL to access results, as disclosed by Bernard, in the system of Callaway for the motivation of providing convenient means of transmitting results data. As Callaway already posts results on a web page, it is inherent that a URL exists for the web page and therefore the provision of a URL as a means to access the result data is an obvious expansion of Callaway.
67. Further, the combination with Callaway is merely a combination of old and well known elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.
68. Callaway does not disclose the first entity using the registry engine code in a webpage.
69. Solheim, however, discloses that sellers cut and paste hyperlinks into a webpage displaying an item for auction. (P[0015]).

70. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included a first entity cutting and pasting a URL into a webpage, as disclosed by Solheim, in the system of Callaway since the claimed invention is merely a combination of old and well known elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

### ***Response to Arguments***

Applicant's arguments with respect to claim 1 have been considered but are not persuasive.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Gabrielle McCormick whose telephone number is (571)270-1828. The examiner can normally be reached on Monday - Thursday (5:30 - 4:00 pm).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 571-272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/G. M./  
Examiner, Art Unit 3629

/JOHN G. WEISS/  
Supervisory Patent Examiner, Art Unit 3629